

SERIAL 09042 IGA EXAM GLOVES (GI-207)

DATE OF LAST REVISION: January 13, 2011 CONTRACT END DATE: March 31, 2012

**CONTRACT PERIOD BEGINNING APRIL 01, 2009
ENDING MARCH 31, 2010 ~~2011~~ 2012**

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **EXAM GLOVES (GI-207)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Broadlane Contract (GI-207). The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODES: SSFT610, SSFT611, SSFT612, SSFT613, SSFT614

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



GI-207 (National)	Effective/Expiration Date	4/1/2009 - 3/31/2010
	Discipline	Medical
Exam Glove Products	Role(s)	Manufacturing Contract, Distribution Contract
	Contract Source Type	Multi Source
Vendor: INNOVATIVE HEALTHCARE CORP	Agreement Type	Non-Exclusive
	Eligibility - Classes of Trade	All

Contract Details	
Tiers - Active	Base Price - Base Price

Price Protection Terms

Supplier must not increase these prices during the Term. Supplier may decrease the prices set forth upon prior written notice to Broadlane, and this notice must include a proposed amendment in electronic format. In addition to these prices, Supplier may offer bulk purchase options to the Customers that offer additional discounts based on a Customer's commitment in connection with Broadlane-sponsored "group buys" or other savings opportunities; but all other terms and conditions of this Agreement apply to those bulk purchase options as if the prices were listed. If a bulk purchase option is offered to a Customer, then Supplier must provide written notice to Broadlane at the time of the offer.

Competitive Pricing The prices, terms, and conditions under this Agreement must be equal to or better than those offered to any other customer of Supplier with similar levels of compliance and exclusivity (excluding the federal government). To the extent that Supplier is not in compliance with this, Supplier must refund to each Customer the difference between the price set forth that the Customer paid to Supplier and the lower, competitive price in violation of this. Within 30 days of determining that Supplier is not in compliance, Broadlane and Supplier must amend this Agreement to provide the more favorable prices, terms, and conditions.

Access

If a Customer desires a third party to purchase any Product on its behalf (including an outsourced clinical engineering service provider, a leasing company financing the acquisition, etc.), then Supplier must sell that Product to the third party at the same price, terms and conditions as though the Customer purchased the Product directly, and treat that sale as a sale to that Customer (including, but

	not limited to, the payment of Administrative Fees).
Key End Users	Director of Materials Management, Director of Nursing Services
Distribution Type	Direct and Distributed: All products are sold direct and through an authorized distributor. For orders placed through an authorized distributor, delivery is governed by the terms of the applicable distribution agreement.

Ordering, Shipping and Payment

Ordering

Delivery Terms	Supplier must ship an ordered Product to the Delivery Location not more than three days after Supplier's receipt of the Customer's order for the Product.
Order Placement Instructions	<p>Any Customer may place a purchase order for any Product through the Web-based Interface (if applicable), an authorized distributor, by telephone, fax, or through electronic order entry directly through Supplier at:</p> <p>Innovative Healthcare Corporation 8220 Charles Page Boulevard Sand Springs, Ok 74063 Telephone No.: 918 272-1533 Fax No.: 918.245.8404</p> <p>There are no minimum order requirements or fees for any Product order, but a Customer must place an order only in Supplier's standard sale unit of measure.</p>

Shipping

Return Goods Policy	<p>Returns</p> <p>Any Customer may return a Product pursuant to Supplier's return policy, as set forth on Exhibit E.</p>
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Shipping Details

All prices set forth include shipping (excluding Alaska, Hawaii and Puerto Rico. Those actual additional shipping charges will be listed as a separate line item on the invoice). The risk of loss of any Product does not pass to a Customer until the Customer accepts the Product. Upon any Customer's written request, Supplier must ship Products "freight collect" to the Customer using the carrier and billing information provided by the Customer.

Payment

Payment Terms

Payment

If Customer places a direct order from Supplier for a Product, then Customer must pay for an ordered Product within 30 days after the Customer's receipt of the invoice. (Net 30)

Miscellaneous

Environmental Information Details

Environmental Disclosures

Supplier must complete and attach the disclosures required by Exhibit G.



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Contract Launch Package

Description: Exam Glove Products

Contract: GI-207 (National)

Vendor: INNOVATIVE HEALTHCARE CORP

Effective/Expiration Date 4/1/2009 - 3/31/2012

Discipline Medical

Contract Source Type Multi Source

Agreement Type Non-Exclusive

Eligibility - Classes of Trade All

Value Statement

The Executive Steering Committee awarded a contract for Exam Gloves to Innovative Healthcare Corp. (IHC) on January 27, 2008. This agreement includes latex, vinyl and nitrile exam gloves.

Key points about this Agreement:

- One year term with two optional renewal years
- Aggregate savings of 4%. Individual client impact will depend on mix of utilization between latex, vinyl and nitrile. Latex gloves have gone up in price, vinyl has remained relatively flat and nitrile prices have gone down.
- Additional savings opportunities are available by correcting any overuse of skin-softener gloves and movement from standard to "thin" nitrile gloves
- Due to the price difference between standard gloves and their skin-softener counterparts, correcting over-use of skin-softener gloves will save clients approximately 15% to 25% on current utilization of skin-softener gloves.
- Movement to "thin" nitrile exam gloves where possible will save customers an additional 5% to 10% on nitrile glove utilization. Thin nitrile gloves are not for use in "chemo" environments.

How to make a latex-free initiative cost-neutral:

65% of respondents to a Broadlane survey indicated that their facility had plans to move to latex-free exam gloves in the next twelve months. Continued cost pressures on latex may make this the right time to make that move. Latex gloves are in the \$3.50 range per 100 count which is still cheaper than nitrile gloves in general. However, because the new-to-market, thin nitrile gloves have a price point at around \$4.00 per 100 and vinyl gloves are in the \$3.00 range, moving to the right mix of vinyl and thin nitrile along with the savings opportunities mentioned above may make it possible to accomplish latex-free goals and remain cost-neutral.

Contract Highlights

Contract Term	4/1/2009-3/31/2012
Contract Source Type	Multi Source
Agreement Type	Non-Exclusive
Key End Users	Director of Materials Management, Director of Nursing Services
Replaced Contract(s)	MEDLINE IND INC - GM-346
Contract Key Terms	Vinyl Gloves,Nitrile Gloves,Latex Gloves,Exam Gloves
Eligibility - Classes of Trade	All
Additional Eligibility Information	All Broadlane customers are eligible for this agreement.
Guaranteed Supply	<p>Duty to Sell; Provide Products</p> <p>Supplier must offer to sell the Products to any Broadlane Customer electing to purchase Products under this Agreement. Supplier must make each Product available to any Customer for direct purchase or to authorized distributors/wholesalers for a distributed purchase.</p> <p>Failure to Supply</p> <p>If Supplier fails to perform its obligations regarding Supplier's duty to make each Product available or regarding the sale of any Product and is not able to provide a functionally equivalent Product at a price equal to or less than the unavailable Product (to be determined solely at the Customer's discretion), then upon any Customer's request, Supplier must assist the Customer in finding alternative acceptable sources for any Product that Supplier cannot supply; and any Customer may purchase a Competing Product and Supplier must remit to the Customer the difference between the price of the Product as set forth on and the Customer's purchase price of the Competing Product. Supplier must make this payment within 30 days after receiving documentation of the amount. Supplier must give Broadlane and each Customer reasonable notice if a Product becomes unavailable to all of Supplier's customers because of an industry-wide shortage.</p> <p>Business Continuity/Disaster Plan</p> <p>Supplier must have a written business continuity/disaster recovery plan, for which Supplier must maintain and test all critical components on a regular basis. Supplier's failure to restore its performance of its obligations under this Agreement within 90 days after an event requiring it to implement the business continuity/disaster recovery plan is a material breach of this Agreement.</p> <p>New Products</p> <p>If Supplier begins to sell a similar product not listed , then Supplier must notify Broadlane within 30 days after governmental approval or Supplier's release of the product. At Broadlane's discretion, Broadlane and Supplier may amend the agreement to add the new Product at a mutually agreed-upon price.</p> <p>Discontinuing Products</p> <p>Supplier may discontinue the manufacture of any Product, but Supplier must replace the discontinued Product with a functionally equivalent Product at a price equal to or less than the discontinued Product.</p>

New Technology

If New Technology becomes available from any source, including Supplier, then Broadlane may evaluate and contract with any supplier so the Broadlane Customers and the Customers have access to New Technology at all times. If Supplier cannot offer New Technology at comparable or lower prices, Broadlane may either amend to add Supplier's New Technology at a mutually agreed-upon price; or contract with other suppliers for New Technology. Regardless of whether New Technology is added to this Agreement, Supplier and Broadlane will negotiate in good faith to equitably adjust the pricing for any current Product under this Agreement affected by the New Technology.

Fill Rate

Supplier must provide each Product with a fill rate of not less than 99%.

Tier Structure

Base Price - Base Price

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Environmental Information and Details Environmental Disclosures
Supplier must complete and attach the disclosures required by Exhibit G.

Warranty The warranty for each Product is set forth on Exhibit F.

Services Warranty

Supplier represents and warrants that: (a) its Representatives have the skills and qualifications necessary to perform services under this Agreement in a timely, competent, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations; and (b) Supplier is able to fulfill the technical service requirements and all other services requirements of this Agreement.

Manufacturers' Warranties

Upon any Customer's request, Supplier must provide to Broadlane and the Customer copies of all warranties for Products that Supplier receives from its vendors and all manufacturers' warranties. Supplier assigns to Broadlane and to each Customer all vendors' and manufacturers' warranties and rights of action under these warranties and authorizes Broadlane and the Customers to enforce these warranties.

Warranties Cumulative

The warranties provided under this Agreement are cumulative and apply to any replacement or modification of the Products by Supplier or any of its Representatives, and these warranties are in addition to any warranties provided at law or in equity.

Attachments

Documents



[Exhibit E - Returns](#)

Documents


[Exhibit F - Warranties](#)

[Exhibit G - Environmental Disclosures](#)

Contracting Process

This category was validated and approved by the Medical Advisory Committee and the Executive Steering Committee

Market Overview

About the Awarded Supplier

Innovative Healthcare has been a leading supplier of high quality gloves to the medical, dental and industrial markets in North America since 1991. We've developed a wide range of products designed to maximize user performance, efficiency and safety.

Our products include some of the most trusted and widely distributed gloves and disposables in healthcare. Names like **DermAssist™**, **Dental Grip®**, **Lab Grip™**, **DermaGold™**, **NitriDerm®** and **InstaBath™**. Products, that through their consistent growth, continue to prove that quality does make a difference.

National Market Share

Size of National Market: \$825 Million

- Medline \$330 Million
- Cardinal \$152 Million
- Kimberly-Clark \$136 Million
- Sempermed \$120 Million
- Tronex \$40 Million
- IHC \$26 Million
- Owens & Minor \$21 Million

Broadlane Market Share

Size of Broadlane Market: \$59.1 Million

- Medline \$30.5 Million
- Cardinal \$16.8 Million
- Kimberly-Clark \$8.4 Million
- Owens & Minor \$1.4 Million
- Sempermed \$2 Thousand

Contact Information**Primary Contacts:**

Broadlane Contact Ha K Dinh
Portfolio Specialist
13727 Noel Road, Suite 1400 , Dallas TX, 75240
Tel: (972) 813-7716 / Fax: (972) 813-8616
ha.dinh@broadlane.com

Supplier Contact Jeffrey Hayes
Vice President Corporate Accounts
8220 Charles Page Blvd., Sand Springs OK, 74063
Tel: (913) 461-4000 /
jhayes@ihcsolutions.com

Secondary Contacts:

No Secondary Contacts Found